# CH \$115.00 3310

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM608984

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as Agent		11/16/2020	National Banking Association: CANADA

# **RECEIVING PARTY DATA**

Name:	Cedarlane Corporation	
Street Address:	4410 Paletta Court	
City:	Burlington	
State/Country:	CANADA	
Postal Code:	L7L5R2	
Entity Type:	Corporation: CANADA	

# **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3316618	CEDARLANE
Registration Number:	3305957	LYMPHOLYTE
Registration Number:	1469568	LYMPHOLYTE-M
Registration Number:	1470293	LOW-TOX

# **CORRESPONDENCE DATA**

**Fax Number:** 3129021061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	11/16/2020

# **Total Attachments: 3**

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### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of November 16, 2020, by BANK OF MONTREAL, as Agent (in such capacity, "Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

### WITNESSETH:

WHEREAS, Cedarlane Corporation, a corporation organized under the Canada Business Corporations Act ("<u>Grantor</u>") and Secured Party were parties to that certain Trademark Security Agreement dated as of October 1, 2019 (the "<u>Security Agreement</u>") pursuant to which the Grantor granted a security interest to Secured Party in certain trademarks and other Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on October 1, 2019 at Reel 006759, Frame 0583;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Secured Party hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively, the "<u>Trademark Collateral</u>"):
  - (a) each Trademark listed on <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
  - (b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.
- 2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the other Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

BANK OF MONTREAL, as Agent

By:

Name: Daniel Johnson Title: Managing Director

**REEL: 007107 FRAME: 0338** 

# SCHEDULE 1

Trademark	Registration Number	Application Number	Jurisdiction	Registration Date
CEDARLANE	3316618	77100897	USPTO	10/23/2007
LYMPHOLYTE	3305957	77079518	USPTO	10/09/2007
LYMPHOLYTE-M	1469568	73620460	USPTO	12/22/1987
LOW-TOX	1470293	73620461	USPTO	12/29/1987

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**RECORDED: 11/16/2020**